### State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 United States

> Vendor ID 0000002679 D & C Transportation 32 Railroad Ave Orleans VT 05860 United States



Contract ID		Page	
000000000000000000013916		1 of 4	
Contract Dates	Contract Dates		
09/01/2008 to 08/31/2009		CPŠ	
Description:		Contract Maximum	
CPS-LP GAS		\$9,999,999.00	
Buyer Name Buyer Phone		Contract Status	
Laraway Flizabeth 828-4658		Approved	

Phone #: 802-754-6664

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	8661	LIQUID PROPANE - GAS			0.00	0.00

THE GAS FURNISHED SHALL BE OF SUCH A CONSISTENCY AS TO BE COMPETITIVE IN THE TRADE. IT SHALL HAVE A VAPOR PRESSURE THAT WILL INSURE ITS UNINTERRUPTED CONSUMPTION DURING ALL TEMPERATURE CONDITIONS THAT MAY BE EXPECTED AT THE USING AGENCIES OR INSTITUTIONS. IT SHALL CONTAIN AN ODORIZING AGENT OF SUCH CONCENTRATION AS TO INSURE ITS POSITIVE IDENTIFICATION.

EQUIPMENT INSTALLATION: ALL INSTALLATION (IF REQUIRED) MUST CONFORM TO THE VERMONT STATE FIRE MARSHALL REGULATIONS. NO ADDITIONAL CHARGE FOR DELIVERY, INSTALLATION OR TESTING THESE TANKS WILL BE PERMITTED. IT IS THE FUEL PROVIDER'S RESPONSIBILITY TO INSURE ALL THE TANKS ARE IN EXCELLENT CONDITION AND CONTAINS NO RUST.

FEES/TAXES: THE RACK USED FOR PRICING THE FLOAT/INDEXED BASE PRICING STRUCTURE FOR LP GAS IS THE SELKIRK, NY. ALL PRICING WILL BE BASED ON FRIDAY EDITION OF THE NEW YORK JOURNAL OF COMMERCE EACH WEEK, WHICH REFLECTS PRICES AT THE CLOSE OF BUSINESS ON THE PROCEEDING THURSDAY. THESE POSTINGS WILL BE MADE AVAILABLE ON THE OFFICE OF PURCHASING AND CONTRACTING WEB PAGE AT HTTP://BGS.VERMONT.GOV/PURCHASING/FUEL

INVOICES: ALL INVOICES ARE TO CLEARLY STATE THE PRODUCT TYPE BEING PURCHASED.

TAXES: THE STATE IS EXEMPT FROM STATE AND FEDERAL.

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO PROVIDE LP GAS (LIQUID PETROLEUM GAS) FOR VARIOUS STATE AGENCIES AND POLITICAL SUBDIVISIONS.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWELVE (12) MONTHS BEGINNING SEPTEMBER 1, 2008 WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR LP GAS ISSUED MAY 15, 2008 AND VENDOR'S RESPONSE DATED MAY 31, 2008.

PERSON TO CONTACT FOR EXPEDITING STATE OF VERMONT CONTRACT ORDERS:

WINSTON JUDD PHONE: 802-754-6664 TOLL FRE: 800-286-5586 FAX: 802-754-2461

EMAIL: DCWJUDD@COMCST.NET

PERSON TO CONTACT IN THE EVENT OF AN EMERGENCY OCCURING AFTER BUSINESS HOURS OR ON WEEKENDS/HOLIDAY FOR STATE OF VERMONT CONTRACT ORDERS:

WINSTON JUDD PHONE: 802-754-6664 TOLL FRE: 800-286-5586 FAX: 802-754-2461

EMAIL: DCWJUDD@COMCST.NET

STATE OF VERMONT STANDARD STATE CONTRACT PROVISIONS: COMMODITY PURCHASES DATED JUNE 1, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE STATE RESERVES THE RIGHT TO ADD OR DELETE LOCATIONS AS NECESSARY DURING THE COURSE OF THIS CONTRACT.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING

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CASES OF OTHER CONTAINERS SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE LINESS OTHERWISE STATED.

CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

THE CARRIER IS RESPONSIBLE FOR THE PROPER TRANSFER OF REGULATED SUBSTANCES AND SHALL EMPLOY PRACTICES FOR PREVENTING RELEASES CAUSED BY TRANSFER SPILLS AND OVERFILLS. PRIOR TO TRANSFER, THE CARRIER SHALL DETERMINE BY GAUGING THAT THE TANK HAS AVAILABLE CAPACITY TO RECEIVE THE VOLUME OF PRODUCT TO BE TRANSFERRED. THE CARRIER SHALL REMAIN WITHIN 25 FEET OF THE CARGO TANK TO MONITOR EVERY ASPECT OF THE DELIVERY AND SHALL TAKE IMMEDIATE ACTION TO STOP THE FLOW OF REGULATED SUBSTANCE WHEN THE CAPACITY OF THE TANK HAS BEEN REACHED OR SHOULD AN EQUIPMENT FAILURE OR EMERGENCY OCCUR.

DELIVERY SLIPS, METER PRINTED DELIVERY RECEIPT OR A COPY OF THE CONTRACTOR; S SUPPLIER'S STATEMENT OF DELIVERY SHALL BE SIGNED BY AN EMPLOYEE AT THE TIME OF THE DELIVERY. A COPY WILL BE LEFT AT THE DELIVERY LOCATION AND A COPY IS TO BE FORWARDED BY THE VENDOR WITH THE INVOICE TO THE APPROPRIATE PAYABLE OFFICE FOR PAYMENT ON A MONTHLY BASIS.

THE CONTRACTOR WILL BE EXPECTED TO MAKE NECESSARY ARRANGEMENTS WITH USING AGENCIES TO ASSURE A SUFFICIENT SUPPLY REMAIN IN THE TANKS AT ALL TIMES DURING THE PERIOD OF THE CONTRACT.

THE CONTRACTOR SHALL MANAGE THE FUEL LEVELS IN EACH AUTOMATIC DELIVERY REQUIRED LOCATION. THE TANK(S) SHALL BE MANAGED IN SUCH A MANNER THAT THE INDIVIDUAL TANK WILL NOT RUN OUT OF FUEL. IF FOR ANY REASON A TANK RUNS DRY, THE CONTRACTOR WILL BE RESPONSIBLE TO:

- IMMEDIATELY REFUEL TANK.
- RESTART ANY OR ALL BOILERS/FURNACES AND OR WATER HEATERS AFFECTED AND PERFORM ANY BOILER/FURNACE MAINTENANCE REQUIRED DUE TO THE FUEL OUTAGE.
- ACCEPT AND PROCESS CLAIMS FOR DAMAGE CAUSED TO THE BUILDING BECAUSE OF LOSS OF HEAT SUCH AS BROKEN PIPES, FROZEN COILS, WATER DAMAGE, ETC.

THE STATE EXPECTS THE CONTRACTOR TO WORK COOPERATIVELY WITH THE PREVIOUS VENDOR FOR TRANSFER OF ACCOUNTS. THIS WILL INCLUDE BUT NOT LIMITED TO TANK TRANSFER, REQUESTS FOR PREVIOUS DELIVERY INFORMATION INCLUDING BUT NOT LIMITED TO AMOUNT LOCATION HAS USED IN THE RECENT PAST.

DELIVERY - EMERGENCY: EMERGENCY DELIVERIES ARE DEFINED AS DELIVERIES OUTSIDE THE NORMAL DELIVERY SCHEDULE AS DEEMED NECESSARY BY ANY AUTHORIZED STATE OFFICIAL. EMERGENCY MAY BE THE RESULT OF A STATE OR NATIONAL DISASTER, SECURITY INCIDENT, HAZARDOUS WEATHER, CIVIL PREPAREDNESS, OR ANY NON-ROUTINE EVENT. UNDER THESE CIRCUMSTANCES CONTRACTORS UNDER THIS AWARD ARE REQUIRED TO MAKE EVERY POSSIBLE EFFORT TO DELIVER AS EXPEDITIOUSLY AS POSSIBLE. AWARDED CONTRACTORS SHALL BE REQUIRED TO IDENTIFY AN INDIVIDUAL WHO WILL SERVE AS THE STATE'S SINGLE POINT OF CONTACT FOR COORDINATION OF EMERGENCY RESPONSES.

ACCOUNT NUMBERS: WITHIN 30 DAYS OF CONTRACT AWARD EACH VENDOR IS REQUIRED TO SUBMIT TO BETSY LARAWAY, PURCHASING AGENT, 1078 US ROUTE 2 MIDDLESEX, VT 05633-7501 A LIST OF ALL ACCOUNT NUMBERS FOR EACH OF THE VARIOUS FUEL SITES. THE ACCOUNT NUMBERS SHALL BE SUBMITTED ELECTRONICALLY TO BETSY.LARAWAY@STATE.VT.US IN AN EXCEL FORMAT LISTING EACH ACCOUNT NUMBER, SITE NAME, COMPLETE SITE ADDRESS, FUEL TYPE AND DELIVERY SCHEDULE (I.E. EVERY 30 DAYS, 60 DAYS ETC).

TANKS: ALL TANKS ARE CONSIDERED THE SOLE PROPERTY OF THE STATE OF VERMONT UNLESS OTHERWISE NOTED.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE. UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

VENDOR'S MARKUP INCLUDES TRANSPORTATION CHARGES AS WELL AS ANY AND ALL RELEVANT FEES AND TAXES FULLY PREPAID TO DESTINATION.

QUALITY: ALL PRODUCTS UNDER THIS AGREMENT WILL MEET THE SPECIFICATIONS AS DETAILED BY FUEL TYPE. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY

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CPS-LP GAS		\$9,999,999.00
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Laraway.Elizabeth 828-4658		Approved

Phone #: 802-754-6664

				Unit	Max	Max
Line # Item ID	Item Desc		UOM	Price	Qty	Amt
REQUIREMENTS.	PRODUCTS NOT MEETING	THESE STANDARDS WILL BE D	EEMED UNACCEPTAB	LE AND RETU	IRNED TO THE	
CONTRACTOR FO	OR CREDIT AT NO CHARGE	TO THE STATE.				

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED. ACCOUNTS WILL BE SET UP AS AUTOMATIC OR WILL CALL DELIVERY AT THE TIME OF ACCOUNT SETUP AS AGREED BY THE STATE AND CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

AVAILABILITY: THE STATE RESERVES THE PRIVILEGE OF OBTAINING FUEL FROM THE OPEN MARKET DURING THE PERIOD OF THIS CONTRACT, PROVIDED THE CONTRACTOR IS UNBLE TO MAKE DELIVERIES IN TIME TO MEET THE REQUIREMENTS OF THE STATE AGENCIES OR POLITICAL SUBDIVISIONS INCLUDED IN THIS CONTRACT.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD REPORT DUE JANUARY 1 - MARCH 31 APRIL 15 APRIL 1 - JUNE 30 JULY 15 JULY 1 - SEPTEMBER 30 OCTOBER 15 OCTOBER 1 - DECEMBER 31 JANUARY 15

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN

# **State of Vermont**

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Phone #: 802-754-6664

						Unit	Max	Max
Line #	Item ID	Item Desc			UOM	Price	Qty	Amt
RECEI\	/ING YOUR	COMMENTS REGARDING	THE QUALITY OF SERVIC	E YOU RECEIVED	IN YOUR MOST	T RECENT I	INTERACTION WIT	H THE
DEPAR	TMENT OF	<b>BUILDINGS &amp; GENERAL</b> :	SERVICES (BGS). PLEASE (	COMPLETE THE O	N-LINE CUSTO	MER COMM	MENT FORM AT:	
http://ww	ww has state	e vt us/forms/bas_survevs/i	ndex.php?tvpe=customer∾	tion=customer				

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: **BETSY LARAWAY PURCHASING AGENT** 

802-828-4658 FAX # 802-828-2222 betsy.laraway@state.vt.us

#### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: